

1 because the Line Backer she had paid for for years covers inside wiring problems. The consumer called
2 Qwest again; the representative told the consumer she needed to be more specific about the source of
3 the static and that she needed to check her phone jack. The consumer then called Qwest's business
4 office and Trevor assured the consumer that she was covered for the equipment and jack. Relieved,
5 the consumer again called for service, but Qwest gave her the same information she had gotten from
6 the other repair representatives. The consumer hung up and called Customer Service; the representative
7 told her to get a screw driver and check the jack because Qwest needed to know what the problem was
8 before they would come out.

9 I was at a total loss as I had the coverage but your service people refused to come out.
10 I did not realize I had to diagnose the problem before help came out. I am a female
11 77 years old - a diabetic - blood pressure problems - lost the vision in one eye in Jan
12 2001 and also had a knee replacement. My jack is located near the floor baseboard
13 and in a corner, so if had had [sic] gotten down on the floor, I may not have been able
to get back up and once I removed the jack I had no way of knowing if it was
defective..... I am asking for a substantial rebate for the years I paid for this service....
I am certain when a service person pulls up my account they should see or ask if I
have the linebacker service. I have been deceived.

14 The Attorney General has intervened. (CIC01-26425)

15 190. Plaintiff re-alleges and incorporates by reference Section III, paragraphs Nos. 41-48
16 regarding wireless service.

17 191. At some point after October 10, 2001, Qwest called a consumer at least three times
18 trying to sell him wireless service. Each time the consumer, who is in his sixties, told Qwest no; Qwest
19 then delivered a wireless phone to the consumer with a shipping date of October 10 which was before
20 Qwest started to call the consumer to sell him wireless service. "The box sits here, I am not going to
21 return it." The Attorney General has intervened. (CIC 01-28236)

22 192. From August-October, 2001, Qwest has been billing an 80 year old consumer for
23 wireless service and a wireless phone he neither has nor ordered. The consumer's October 19, 2001
24 bill is for \$314.78.

25 "I have tried for the past three months, to straighten this billing. It is not correct.. I
26 never ordered the service. I have been a customer, of this and its predecessor, for over
40 years. If anything can be done, I would appreciate it.

27 The Attorney General has intervened. (CIC01-28234)

28 193. On August 20, 2001, Qwest called the consumers on their business line offering a "free

1 15 day trial" for wireless service. The consumer who took the call confirmed that the offer was a free
2 15 day trial, that she could return the phone in the same box within 15 days, and the details of the
3 Qwest's offer; Qwest provided a toll free number if there were any problems. Qwest delivered the
4 phone on August 22; the consumer discovered that the service outlined in the manual was not the same
5 service Qwest offered her. The consumer called the toll free number, but it could only be used during
6 business hours; the consumer called the number the next day and was transferred to another toll free
7 number. The consumer called that number and was told to call a third toll free number. The consumer
8 reached Qwest on August 24; Qwest placed her on hold "for quite a long time." The consumer first
9 spoke to Jennifer, who transferred her to Ross, who transferred her to Jason who identified himself as
10 a "deactivation team account manager. Jason denied that there was a 15 day free trial offer; told the
11 consumer she would have to pay for activation and deactivation; stated that if the consumer deactivated
12 the service, he could not send her the bar code to return the phone; told her that she would have to pay
13 approximately \$37.00 for the two days she had the phone. The consumer argued that this was not what
14 the representative had told her, but Jason stated that Qwest was not responsible for that phone call; the
15 consumer asked Jason to listen to the tape of the original call. Jason stated he had no access to those
16 tapes; the consumer asked to speak to a supervisor; Jason refused, telling the consumer that a
17 supervisor would tell her nothing different. Jason threatened the consumer that if she did not pay the
18 charges, Qwest would turn off her service and send her to collections. Finally, Jason transferred the
19 consumer to the supervisor, Andrea, who told the consumer Jason was right and that there was nothing
20 she could do. The consumer asked to speak to Andrea's supervisor; Andrea stated that there were no
21 higher supervisors than she and it was Qwest's policy not to credit consumers for dissatisfaction with
22 service. Andrea refused to put another supervisor on the line, but transferred the consumer to Jane who
23 offered the consumer the Customer Complaint address in Denver. The consumer asked to speak to
24 Jane's supervisor; Jane stated that it was Qwest's policy not to adjust accounts; that she would not
25 transfer the consumer's call and that she was going to hang up on the consumer; Jane hung up. The
26 consumer asked an attorney friend of hers to call Qwest on her behalf; Maurice told the attorney that
27 Qwest would credit the consumer's account and send a new shipping box with a bar code for return
28 within 15 days. On September 4, Qwest had not sent the box or bar code so the consumer's husband

1 called Qwest. Chris stated that Qwest had already sent the return sticker and would not send another
2 one, confirmed that Maurice had credited the account and that the consumer could just throw away the
3 phone. Qwest did not apply the credit on the consumer's October 2, 2001 bill; the consumers called
4 Qwest. Hailey stated that had the consumers returned the phone, they would have been credited the
5 phone cost; the consumers asked Hailey to access the call they had with Chris because he had instructed
6 them differently; Hailey threatened the consumers that they needed to pay the total bill or their phone
7 service would be cut off; Hailey did provide the Denver address. The consumers asked to speak to a
8 supervisor; Hailey refused. Two weeks later Qwest called the consumer's other line and offered her
9 a 15 day free trial; in response to the consumer's question, the telemarketer confirmed that Qwest can
10 access the tape recorded calls and does it all the time and confirmed the details of the previous offer,
11 the Deluxe 3000 plan. The consumer states that Qwest specifically denies the existence of a plan that
12 Qwest offered her twice; that Qwest refused to allow the consumers to return the phone within 15 days;
13 refused to transfer her to supervisors; and told her that adjusting or crediting an account was against
14 Qwest's policy. The consumers have not paid the bill; Qwest has threatened them on more than one
15 occasion that their local phone service will be cut off and they will be sent to collections. The Attorney
16 General has intervened. (CIC 01-24394)

17 194. In July, 2001, Angel from Qwest called the consumer at her employer's with a \$29.99
18 a month cell phone offer, including long distance and free activation. Angel tried to sell the consumer
19 other services, including but not limited to, Voice Mail, Call Waiting, and Voice Calling. The
20 consumer told Angel that she only wanted the \$29.00 plan and the \$100.00 phone. The consumer gave
21 her employer's address for delivery; Angel later contacted the consumer's employer as the consumer
22 did not have enough credit, and the employer agreed to co-sign. In mid-August, the consumer called
23 Qwest because she had not yet received her bill; Qwest kept the consumer on hold for 15 minutes and
24 then told her the bill would be arriving soon. The consumer attempted to reach Qwest two more times,
25 but was on hold so long she had to hang up. On September 17, Qwest turned off the consumer's phone
26 service. The consumer called Qwest; Qwest told her the phone was turned off for non-payment of her
27 bill. The consumer learned that Qwest had a wrong address for her and that Qwest was charging her
28 for Call Waiting, Voice Messaging, Voice Call, Home Office Link and other services; Qwest then told

her that she would have to pay a deposit of \$165.00 to have her phone service reinstated. The employer called Qwest; Qwest assured her that the extra charges would be taken off her employee's bill immediately; that they would drop the deposit charge; turn her service back on in a few hours; and deliver the bill on October 10. Shortly thereafter, the consumer was on the phone when a call waiting signal came through; the consumer called Qwest. Qwest told her Call Waiting was still active; the consumer insisted the service be removed. The consumer called Qwest on October 13 because she had not received a bill. Michelle told her that the bill was sent to another wrong address and that while none of the extra charges had been taken off, Qwest would remove the charges; Michelle assured the consumer that she would have copies of the old bills and the new bill within a week. That week, Qwest sent the bills to the consumer's employer. One bill contains charges for calls she knows nothing about and indicates that Qwest added Voice Calling the day before she even received the phone. The consumer wants out, but cannot afford the \$200.00 deactivation charge. "Please help me get out of this nightmare." The Attorney General has intervened. (CIC01-25745)

195. In July, 2001, a Qwest telemarketer called a consumer offering a 30 day free trial on a wireless phone; the consumer accepted. The consumer called Qwest when she had not received the phone; Qwest informed the consumer that there had been an address problem, but they would send a phone out. On August 2, the consumer received the phone, but there was no return address on the box. On August 28, the consumer called to cancel the wireless service; Qwest told her she could not return the phone unless she paid a \$200 deactivation fee. Qwest told the consumer that this information was included in the contract that was in the box; the consumer explained that there was no contract in the box, but Qwest said that could not have happened. The consumer called Qwest back two times; the first time, Qwest told her that her account would be credited; the second time Qwest told her that no credit would be issued. Qwest bills the consumer monthly for \$19.66 for phone service she does not want. (CIC01-25024)

196. In July, 2001, Crystal from Qwest called a consumer in her seventies, offering the Everywhere Line Pak to include a free wireless phone with 300 anytime minutes, 3000 weekend minutes and free long distance; Crystal explained that this package and all of the consumer's existing residential line services would be \$64.44 per month and that the consumer would have 30 days to

1 cancel; the consumer said she needed to think about the offer. The next day, Shadrack from Qwest
2 called the consumer and offered the same package; the consumer verified several times during
3 Shadrack's taped verification that her bill would not be more than \$64.44 per month (she is on a fixed
4 income and cannot afford more than that); Qwest billed the consumer \$75.00; the consumer called
5 Qwest and after "long waits on the telephone greater than 30 minutes on hold," she reached Dave who
6 transferred her to wireless where she sat on hold for 40 minutes. The consumer finally reached Sandy
7 who transferred her to Andrew who transferred her to Eric who hung up on her. One of the
8 representatives told the consumer she could not cancel because she had to do that within 15 days and
9 not the 30 days she was told. The consumer called Qwest again and reached Jessie who transferred
10 her to Ryan, who explained that her first bill was \$75.00 due to advanced billing and that her monthly
11 bill would be \$64.30. Since Qwest had an inaccurate number of minutes for the consumer's plan,
12 however, Ryan transferred her to Kyle (she was on hold 48 minutes) who transferred her to Patrick who
13 was unable to help her and gave her the number for Wireless Rebate. Karen at Wireless Rebate was
14 rude, but agreed to send the rebate form; it has never arrived. (In addition, the consumer spoke to
15 Dave, Jack, Peggy, Mary, Allison, Dale, Pat and Tasha.) Qwest then billed the consumer \$197.14. "I
16 almost had a heart attack, nothing like what I was expecting." The consumer called Wireless Billing
17 and after holding for 1 hour and 38 minutes, reached Mark in Canada who told her to pay the bill. The
18 consumer asked if Mark could play the verification tape with Shadrack, but Mark told her no. The
19 Attorney General has intervened. (CIC01-27192)

20 197. On or about May 31, 2001, a consumer, who was moving from California to the
21 Tucson area, called Qwest to order various telephone services, including Qwest's Total Package, which
22 Qwest advertised as including wireless service with free set-up. The consumer told Qwest not to
23 activate the services until she called Qwest when she had completed her move to Arizona. The
24 consumer arrived in Arizona on July 5, 2001 and found that her telephone service had been activated
25 on June 2 and her cell phone had been delivered to the subdivision office that same day. The consumer
26 did not attempt to use the cell phone until mid-July; when she did attempt to use the phone, she found
27 that it did not work in Vail, Arizona. For several days, the consumer and her husband spent hours
28 trying to call Qwest, but were put on hold or cut off before speaking to anyone. On July 31, the

1 consumer spoke to a live person who told the consumer she could use the phone downtown or purchase
2 a better phone, but she could not cancel the contract because more than thirty days had elapsed since
3 June 2; the consumer explained that she did not arrive in Arizona until July 5. The consumer spoke
4 with Qwest representatives on two other occasions and was told the same thing. Later, when a Qwest
5 technician came to the consumer's home to repair damage to the telephone lines, the technician stated
6 that he uses another wireless service because no cell phone from Qwest has ever worked in Vail.

7 We have been deceptively billed for a service that never worked....I did get through
8 to them [Qwest] a total of three times, always being referred to a supervisor. They
9 were a broken record, telling me that they had not heard from me until July, and that
10 was the way it was; time expired so I must pay up if I did not want to get in trouble
for violating contract law. By this I was gathering that I would lose my perfect credit
report, and I have been paying bills on a piece of plastic that does not work at all.

11 The Attorney General has intervened. (CIC 01-25312)

12 198. In April, 2001, Qwest called a consumer offering a discounted wireless service. The
13 offer included without limitation, free wireless for the first 30 days, a vehicle power charger and a
14 headpiece for \$30 and a \$25 American Express certificate. Contrary to the telemarketer's
15 representations, Qwest charged the consumer for the first 30 days of use, \$70 rather than \$30 for the
16 vehicle power charger and headpiece, neither of which Qwest sent him, and failed to send him the \$25
17 American Express certificate. Through October, despite two faxes and at least 13 separate phone calls
18 in which the consumer was placed on hold for up to two hours, the consumer has been unable to
19 resolve his problems with Qwest. Moreover, during this time Qwest also placed unauthorized charges
20 of \$14.95 per month for its BN Premier Q1 Promo service and has had the monthly wireless bill
21 increased from \$60 to \$77 per month with an increase in allowed minutes of use, without the
22 consumer's authorization. The Attorney General has intervened. (CIC01-27203)

23 XII.

24 THE ARIZONA CONSUMER FRAUD ACT

25 199. Each of the foregoing paragraphs constitutes one or more violations of the Arizona
26 Consumer Fraud Act, A.R.S. § 44-1521 *et seq.*

27 200. With regard to the foregoing violations, Qwest knew or should have known that its
28 practices violated the Consumer Fraud Act, A.R.S. § 44-1521 *et seq.*

1 **WHEREFORE**, plaintiff respectfully requests the Court:

2 1. Issue a permanent injunction enjoining and restraining Defendants from offering for sale
3 or selling certain telecommunications goods and services to consumers in Arizona, pursuant to A.R.S.
4 § 44-1528.

5 2. Issue a permanent injunction enjoining and restraining Defendants from engaging in the
6 course of conduct alleged in violation of A.R.S. § 44-1522(A), pursuant to A.R.S. § 44-1528.

7 3. Order Defendants to make restitution to every person from whom Defendants collected
8 money which Defendants acquired by means of its unlawful practices.

9 4. Order Defendants to pay the State of Arizona a civil penalty of \$10,000.00 per violation
10 pursuant to A.R.S. § 44-1531.

11 5. Order Defendants to reimburse the Attorney General for the costs of investigation and for
12 reasonable attorney's fees pursuant to A.R.S. §44-1534.

13 6. Order any other such relief as the Court deems proper.

14 Dated this 7th day of November, 2001.

15 JANET NAPOLITANO
16 Attorney General

17
18 By: Noreen R. Matts
19 NOREEN R. MATTS
20 Assistant Attorney General
21
22
23
24
25
26
27
28